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 16 LOS ANGELES WATERKEEPER

17 **UNITED STATES DISTRICT COURT**
 18 **CENTRAL DISTRICT OF CALIFORNIA**

19 LOS ANGELES WATERKEEPER, a
 20 public benefit non-profit corporation,

21 Plaintiff,

22 vs.
 23

24 UNIVERSITY OF CALIFORNIA,
 25 LOS ANGELES, a public entity,

26 Defendant.
 27
 28

Case No. 2:23-cv-07329-CAS (SKx)

CONSENT DECREE

Federal Water Pollution Control Act,
 33 U.S.C. §§ 1251 to 1387

1 **WHEREAS**, Los Angeles Waterkeeper (“LA Waterkeeper” or “Plaintiff”) is a
2 501(c)(3) non-profit public benefit corporation organized under the laws of the State
3 of California, with its main office in Los Angeles, California;

4 **WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and
5 defense of the surface, ground, coastal, and ocean waters of Los Angeles County from
6 all sources of pollution and degradation;

7 **WHEREAS**, Plaintiff erroneously named the University of California, Los
8 Angeles as the Defendant in this case and the proper party is The Regents of the
9 University of California (“The Regents” or the “Defendant”). The Regents is an
10 instrumentality of the State of California. The Regents is a constitutional corporation
11 that is established and governed by the laws of, and funded by, the State of California.
12 Cal. Const. art. IX, § 9. The Regents is also a public entity within the meaning of Title
13 II, 42 U.S.C. § 12131(1)(B) and 28 C.F.R. § 35.104, and under California law, Cal.
14 Gov’t Code §§ 945, 811.2;

15 **WHEREAS**, the University of California, Los Angeles (“UCLA”) is a campus
16 owned and operated by The Regents. The term “UCLA” in this Consent Decree refers
17 to actions taken by or with respect to the campus in connection with this Consent
18 Decree;

19 **WHEREAS**, The Regents owns and operates a co-Generation facility located
20 on the UCLA campus at and near 731 Charles E. Young Drive South, Los Angeles,
21 California 90095 (“Co-Gen Facility” or “Facility”). The Facility’s primary industrial
22 activities include electric power generation, transmission, and distribution, providing
23 85% of the electrical power for UCLA’s campus;

1 **WHEREAS**, the Facility also generates chilled water for cooling and steam for
2 heating, transmitted through distribution lines to over 60 campus buildings;

3 **WHEREAS**, storm water discharges associated with industrial activity at the
4 Facility are regulated under the National Pollutant Discharge Elimination System
5 (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board],
6 Water Quality Order No. 2014-57-DWQ as amended on November 6, 2018 (“General
7 Permit” or “Permit”), and the Federal Water Pollution Control Act, 33 U.S.C. §§
8 1251, *et seq.* (“Clean Water Act” or “CWA”), Sections 301(a) and 402, 33 U.S.C. §§
9 1311(a), 1342;

10 **WHEREAS**, the Facility’s self-reported sampling data establish that storm
11 water discharges into Sepulveda Channel, Ballona Creek, Ballona Creek Estuary, and
12 Santa Monica Bay contain copper, zinc, iron, TSS, and pH that exceed applicable
13 standards;

14 **WHEREAS**, the receiving waters of the Facility’s discharges are 303(d) listed
15 as impaired and/or have approved Total Maximum Daily Loads for: copper, zinc, and
16 lead for Sepulveda Channel and Ballona Creek, and cadmium, PAHs, arsenic, and
17 mercury for Ballona Creek Estuary and Santa Monica Bay;

18 **WHEREAS**, on February 18, 2021, the Regional Board issued UCLA a Time
19 Schedule Order (“TSO”), imposing a deadline to achieve compliance with discharge
20 standards. On December 11, 2021, the Regional Board amended the 2021 TSO to
21 extend the implementation deadline. On September 13, 2023, the Regional Board
22 amended the TSO and extended the implementation deadline to December 1, 2025;

1 **WHEREAS**, in July 2021, UCLA began the process of designing an on-site
2 storm water capture and reuse system that will eliminate the 85th percentile, 24-hour
3 storm from entering the MS4 system. The project’s design was completed in Q2 of
4 2022. UCLA then published and re-published five advertisements for qualified
5 bidders between Q3 of 2022 and Q2 of 2023. On June 28, 2023, UCLA executed its
6 Recommendation for Award of the contract, and on July 24, 2023, issued the Notice
7 to Proceed to the contractor to begin construction of the capture and reuse system;

8 **WHEREAS**, on June 28, 2023, LA Waterkeeper issued a notice of intent to file
9 suit under Sections 505(a)(1) and (f) of the Clean Water Act, 33 U.S.C. §
10 1365(b)(1)(A) (“60-Day Notice Letter) to Defendant, its registered agent, the
11 Administrator of the United States Environmental Protection Agency (“U.S. EPA”),
12 the State Water Resources Control Board (“State Board”), the Regional Water Quality
13 Control Board, Los Angeles (“Regional Board”), the United States Attorney General,
14 and the Regional Administrator of the U.S. EPA (Region IX) alleging violations of
15 the General Permit and Act at the Facility.

16 **WHEREAS**, on September 5, 2023, LA Waterkeeper filed a complaint
17 (“Complaint”) against Defendant in the United States District Court, Central District
18 of the California entitled *Los Angeles Waterkeeper v. UCLA*, (Civil Case No. 2:23-cv-
19 07329);

20 **WHEREAS**, in its 60-Day Notice Letter and Complaint, LA Waterkeeper
21 alleges, among other things, that Defendant has repeatedly discharged industrial storm
22 water in violation of the General Permit and Clean Water Act;
23

1 **WHEREAS**, The Regents denies the allegations set forth in the 60-Day Notice
2 Letter and Complaint;

3 **WHEREAS**, Plaintiff and Defendant (collectively “the Parties”), without either
4 adjudication of LA Waterkeeper’s claims or any admission by The Regents of any
5 alleged violation, believe it is in their mutual interest to enter into a Consent Decree
6 setting forth terms and conditions appropriate to resolving the allegations set forth in
7 the 60-Day Notice Letter and Complaint without further proceedings;

8 **WHEREAS**, all actions taken by The Regents pursuant to this Consent Decree
9 shall be made in compliance with all applicable federal and state laws and regulations.

10 **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**
11 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**
12 **FOLLOWS:**

13 1. The Court has jurisdiction over the subject matter of this action pursuant
14 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

15 2. Venue is appropriate in the Central District Court pursuant to Section
16 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the
17 alleged violations are taking place is located within this District.

18 3. The Complaint states a claim upon which relief may be granted against
19 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

20 4. LA Waterkeeper has standing to bring this action.

21 5. The Court shall retain jurisdiction over this action and the Parties for
22 purposes of interpreting, modifying, and/or enforcing the terms of this Consent
23 Decree.

1 **I. OBJECTIVES**

2 6. It is the express purpose of the Parties through this Consent Decree to
3 further the objectives of the Clean Water Act, and to resolve all issues alleged by LA
4 Waterkeeper in its 60-Day Notice Letter and Complaint. These objectives include
5 compliance with the provisions of this Consent Decree, compliance with all terms and
6 conditions of the General Permit, and compliance with all applicable sections of the
7 Clean Water Act at the Facility.

8 7. In light of these objectives and as set forth fully below, the Parties agree
9 to comply with the provisions of this Consent Decree, and The Regents agrees to
10 comply with the applicable terms, conditions, and requirements of the General Permit
11 and Clean Water Act at the Facility.

12 **II. AGENCY REVIEW AND CONSENT DECREE TERM**

13 **A. Agency Review of Consent Decree**

14 8. Agency Review. LA Waterkeeper shall submit this Consent Decree to the
15 United States Department of Justice and the United States Environmental Protection
16 Agency (the “Federal Agencies”) for agency review consistent with 40 C.F.R. §
17 135.5. The agency review period expires forty-five (45) calendar days after receipt by
18 the Federal Agencies, as evidenced by certified return receipts, copies of which shall
19 be provided to The Regents, or upon the date that the Federal Agencies provide a no
20 objection letter, whichever is earlier (“Agency Review Period”). In the event that the
21 Federal Agencies object to entry of this Consent Decree or to any portion of this
22 Consent Decree, the Parties shall meet and confer to attempt to resolve the issue(s)
23 raised by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised

1 by the Federal Agencies in their comments, the Parties agree to expeditiously seek a
2 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

3 9. Court Notice. LA Waterkeeper shall notify the Court of the receipt date
4 by the Federal Agencies, as required by 40 C.F.R. § 135.5.

5 10. Entry of Consent Decree. Following expiration of the Agency Review
6 Period, LA Waterkeeper shall submit the Consent Decree to the Court and request
7 entry.

8 **B. Effective Date and Term of Consent Decree**

9 11. Effective Date. The Effective Date of this Consent Decree shall be the
10 latest date of execution by the Parties.

11 12. Term & Termination. The “term” of this Consent Decree shall be the
12 period between the Effective Date and the date when this Consent Decree terminates.
13 This Consent Decree shall terminate the later of either: thirty (30) days after UCLA’s
14 installation of the Permanent Stormwater Capture and Reuse System as described in
15 paragraph 17; or, thirty (30) days after UCLA’s completion of the Environmental
16 Mitigation Projects described in paragraphs 31-36 below (“Termination Date”).

17 **III. COMMITMENTS OF THE PARTIES**

18 **A. Non-Storm Water Discharge Prohibition**

19 13. Any unauthorized non-storm water discharge, as defined in the General
20 Permit, from the Facility shall be a violation of this Consent Decree. *See* General
21 Permit §§ III–IV.

22 **B. Interim Storm Water Pollution Controls**

23

1 14. Source Control. Within thirty (30) days of the Effective Date, UCLA
2 shall remove all materials, equipment, or racking not in immediate use and store them
3 indoors.

4 15. Pressure Washing. As soon as possible, but no later than November 30,
5 2023, UCLA shall pressure wash the entire roof area at the Facility sufficient to
6 remove all dirt and sediment from the Facility roof area, including without limitation,
7 where feasible, equipment and equipment racks, coverings or roofing over equipment,
8 and roof surfaces under equipment. UCLA shall capture all wash-water generated by
9 the pressure washing, sample the wash-water for, at a minimum copper and zinc, and
10 dispose of the wash-water consistent with State Law. UCLA shall send LA
11 Waterkeeper the wash-water sample results no later than December 22, 2023.

12 16. Stormwater Filtration. As soon as possible, but no later than November
13 15, 2023, UCLA shall install improved multi-media stormwater filter socks at each
14 stormwater discharge point on the Facility roof. UCLA shall install either:

- 15 a. BiocharBAZIC™ using Stormwater Treatment Media that is a blend
16 of StormwaterBIOCHAR™, and StormwaterZEOLITE™;

17 <https://stormwaterbiochar.com/medias/biocharbazic/>;

18 or:

- 19 b. BiocharPEAT™ using Stormwater Treatment Media that is a blend of
20 StormwaterBIOCHAR™, StormwaterPEAT™ and
21 StormwaterSHALE™;

22 <https://stormwaterbiochar.com/medias/biochar-peat/>.

23 **C. Permanent Stormwater Capture and Reuse**

1 17. On or before September 15, 2024, UCLA shall complete installation of
2 the stormwater and capture and reuse system described in Exhibit A attached hereto
3 and incorporated herein. UCLA shall provide Plaintiff with written notice (via email)
4 of installation and functionality of the capture and reuse system on or before
5 September 20, 2024.

6 **D. Storm Water Pollution Prevention Plan**

7 18. Interim SWPPP Revision. UCLA shall update its Storm Water Pollution
8 Prevention Plan (“SWPPP”) and submit the complete, updated SWPPP to LA
9 Waterkeeper within thirty (30) calendar days of the Effective Date.

10 19. The updated SWPPP shall reflect the interim stormwater pollution
11 control measures set out in paragraphs 14-16 above.

12 20. The SWPPP shall contain, at a minimum, the following elements:

13 a. a revised pollutant source assessment, including all elements required by
14 section X.G of the General Permit, as well as assessments of the potential for the
15 Facility’s storm water discharges to contain pollutants for which the Receiving Waters
16 are 303(d) listed and/or have Total Maximum Daily Loads;

17 b. a detailed narrative description of each industrial activity with the
18 potential to impact storm water quality occurring at the Facility as required by section
19 X.G of the General Permit;

20 c. descriptions of all Best Management Practices in accordance with section
21 X.H.4 of the General Permit, including without limitation Best Management Practices
22 required by this Consent Decree;
23

1 d. a set of site maps that comply with section X.E of the General Permit and
2 provisions of this Consent Decree; and

3 e. a Monitoring Implementation Plan as required by sections XI and X.I of
4 the General Permit.

5 21. SWPPP Review. LA Waterkeeper shall have thirty (30) calendar days
6 from receipt of the complete, updated SWPPP described in paragraphs 18-20 above to
7 propose any modifications or additions. Within thirty (30) days of receiving LA
8 Waterkeeper's comments and proposed changes to the SWPPP, UCLA shall consider
9 each of the comments and proposed changes and either accept them or explain in
10 writing why a proposed change is not incorporated. Following its incorporation of
11 proposed modification or additions (if any) into the revised SWPPP, UCLA shall
12 upload the SWPPP to the Stormwater Multiple Application and Report Tracking
13 System ("SMARTS") database.

14 22. SWPPP Revision to Incorporate Permanent Stormwater Capture and
15 Reuse. On or before September 15, 2024, UCLA shall revise and update its SWPPP to
16 incorporate the permanent stormwater capture and reuse system set out in paragraph
17 17 above and submit the complete, updated SWPPP to LA Waterkeeper.

18 23. In the event of any dispute regarding UCLA's incorporation of and/or
19 responses to LA Waterkeeper's proposed modifications or additions to a SWPPP
20 and/or Site Map(s), either Party may invoke the Dispute Resolution procedures set out
21 in Section IV of this Consent Decree.

24. Rain Data. Data collected and reported to NOAA for the “UCLA, CA” rain gauge (<https://www.weather.gov/wrh/Climate?wfo=lox>) shall be conclusive of precipitation quantities and timing for all purposes of this Consent Decree.

F. Compliance Monitoring and Reporting

25. Interim Treatment System Inspection. LA Waterkeeper may conduct one (1) inspection following UCLA’s completion of interim measures pursuant to paragraphs 15-16 above to confirm cleaning, installation, sizing, and operation.

26. Capture and Reuse Inspection. LA Waterkeeper may conduct one (1) annual site inspection for the purpose of ensuring compliance with this Consent Decree and the General Permit during the term of this Consent Decree.

27. Site Inspection Notice. Any site inspection shall occur Monday through Friday between 8:00 a.m. and 5:00 p.m. LA Waterkeeper shall provide UCLA with no less than forty-eight (48) hours’ notice (two business days excluding holidays) prior to an anticipated dry-weather inspection, and twenty-four (24) hours’ notice (one business day excluding holidays) prior to an anticipated wet-weather inspection. Notice will be provided by electronic mail to the individual(s) designated below at paragraph 58.

28. Inspection Details. LA Waterkeeper shall limit inspection participants to three individuals, including a technical consultant. During any inspection, LA Waterkeeper’s representative(s) shall be permitted to take photographs/digital images or video recordings, as well as collect water samples.

29. Document Provision. During the term of this Consent Decree, Defendant shall:

1 a. copy LA Waterkeeper on all documents and written communications
2 submitted to the Los Angeles Regional Water Quality Control Board, Region 4, or the
3 State Water Resources Control Board, and/or any other Federal, State, local agency,
4 county, or municipality that are related to compliance with the General Permit and/or
5 this Consent Decree (excepting annual reports submitted to SMARTS to comply with
6 the General Permit);

7 b. provide LA Waterkeeper with all documents and written communications
8 directly related to compliance with the General Permit and/or this Consent Decree that
9 are received by The Regents from any Federal, State, local agency, county, or
10 municipality within seven (7) calendar days of receipt by The Regents; and

11 c. provide LA Waterkeeper with complete and accurate copies of any and
12 all records, including without limitation photos, logs, reports, and communications,
13 required by this Consent Decree and/or the General Permit, within five (5) business
14 days of a written request.

15 30. Monitoring Compliance Costs. UCLA shall partially defray costs
16 associated with LA Waterkeeper's monitoring compliance with this Consent Decree
17 by making a payment of ten thousand dollars (\$10,000.00) for the first year of the
18 term and subsequent payments of five thousand dollars (\$5,000.00) for each year of
19 the term thereafter. Payment shall be delivered by certified mail or overnight delivery
20 within forty-five (45) calendar days of the Effective Date, for the initial payment, and
21 on each applicable anniversary of the Effective date for each payment thereafter, to:
22 Los Angeles Waterkeeper, 360 E. 2nd Street, Suite 250, Los Angeles, CA 90012.

23 **G. Environmental Mitigation**

1 31. Environmental Mitigation Project. UCLA shall spend at least two
2 hundred thousand dollars (\$200,000.00) on storm water pollution prevention projects
3 on the UCLA campus, as described below.

4 32. UCLA shall install two storm water capture and reuse systems; one at the
5 Sunset Recreation Parking Structure, and one at Parking Structure 05 (“PS 05”), both
6 above-ground, multi-level parking structures. At each parking structure, a retention
7 tank will be installed, which will capture storm water runoff from the structure or lot
8 drainage area. The captured runoff will then be filtered, and the filtered runoff will be
9 conveyed through a purple pipe to irrigate surrounding landscaping. UCLA shall
10 design and implement the Parking Lot Projects as follows:

11 a. The capture and reuse system installed at the Sunset Recreation Parking
12 Structure shall prevent storm water discharges from the Structure during storm events
13 up to the 10-year recurrence interval based on total precipitation by storm (“Control
14 Storm Events”). The Control Storm Event is based on total rainfall for 24, 48 and 72
15 hour duration storms at a representative rain gauge set out in NOAA Atlas 14;

16 b. The capture and reuse system installed at PS 05 shall capture, filter, and
17 reuse at least 50% of the storm water runoff generated by the Control Storm Event.

18 33. UCLA shall complete, and shall provide written notice of completion of,
19 the installations described in paragraphs 32(a)-(b) above to Los Angeles Waterkeeper
20 within nineteen (19) months of the Effective Date.

21 34. As each system is installed, UCLA shall incorporate signage to educate
22 its students and the public about the project and storm water mitigation generally, so
23 the project can serve as a demonstration to other organizations and institutions. The

1 signage shall note that the stormwater pollution prevention systems have been
2 installed as a result of a collaborative effort by UCLA and Los Angeles Waterkeeper.

3 35. If to complete any individual Parking Structure capture and reuse system
4 required by this Consent Decree UCLA expends less than \$200,000.00, any remaining
5 balance from that project shall be used for additional environmentally beneficial
6 projects not otherwise required by law to reduce toxic and conventional pollutant
7 loads discharged in stormwater from the UCLA campus.

8 36. Within ten (10) days of the Effective Date, UCLA shall confirm in
9 writing to the United States Department of Justice (Arwyn Carroll (ENRD);
10 Arwyn.Carroll@usdoj.gov; and Byrn Bowen (ENRD);Bryn.Bowen@usdoj.gov) that:
11 (1) Defendant will be bound by the terms of the proposed Consent Decree; (2) it will
12 spend the specified environmental mitigation amounts set out in the Consent Decree
13 only for the purposes specified in the Consent Decree; (4) within thirty (30) days of
14 the expenditure of funds for each environmental mitigation project required by the
15 Consent Decree, Defendant shall submit to the Court, the United States, and Los
16 Angeles Waterkeeper a document describing how the funds were spent, and
17 confirming the funds were spent consistent with the terms of the Consent Decree.

18 **H. Litigation Fees and Costs**

19 37. Fees and Costs. UCLA shall reimburse LA Waterkeeper in the amount of
20 ninety-seven thousand one hundred sixty-five dollars and ninety-seven cents
21 (\$97,165.97) to help defray costs and fees associated with LA Waterkeeper's
22 investigation, preparation, and service of the 60-Day Notice Letter and Complaint,
23 expert/consultant fees and costs, negotiation of a resolution, and drafting/filing all

1 necessary documents with the Court in the public interest via this Consent Decree.
2 Payment shall be delivered by certified mail or overnight delivery within thirty (30)
3 calendar days of the Effective Date to: Sycamore Law, Inc., Attorney Client Trust
4 Account, 1004 O'Reilly Ave, San Francisco, CA. 94129.

5 **IV. DISPUTE RESOLUTION**

6 38. Continuing Jurisdiction. This Court shall retain jurisdiction over this
7 matter for the term of this Consent Decree for the purposes of enforcing its terms and
8 conditions, and adjudicating any and all disputes among the Parties that may arise
9 relating to any provision of this Consent Decree. The Court shall have the power to
10 enforce this Consent Decree with all available legal and equitable remedies, including
11 contempt.

12 39. Meet and Confer. Either Party to this Consent Decree may invoke the
13 dispute resolution procedures of this Section IV by notifying the other party in writing
14 of the matter(s) in dispute and of the disputing party's proposal for resolution. The
15 Parties shall then meet and confer in good faith (either telephonically or in person)
16 within fourteen (14) calendar days of the date of the notice in an attempt to fully
17 resolve the dispute.

18 40. Motion. In the event that the Parties cannot fully resolve the dispute
19 within thirty (30) calendar days of the meet and confer described in paragraph 39, the
20 Parties agree that the dispute may be submitted for formal resolution by filing a
21 motion before the United States District Court for the Central District of California.
22 The Parties agree to request an expedited hearing schedule on the motion.
23

1 41. Prevailing Party Fees. In resolving any dispute arising from this Consent
2 Decree before the Court, the Court may award the prevailing Party reasonable fees
3 and costs incurred pursuant to the provisions set forth in section 505(d) of the Clean
4 Water Act, 33 U.S.C. § 1365(d), applicable case law interpreting such provisions, or as
5 otherwise provided for by statute and/or case law.

6 **V. RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

7 42. Waiver and Releases. In consideration of the above, upon the Effective
8 Date, LA Waterkeeper, on its own behalf and on behalf of its officers and directors,
9 release The Regents, its officers, directors, managers, employees, members, parents,
10 subsidiaries, divisions, affiliates, insurers, landlords, lenders, predecessors, successors
11 or assigns, agents, attorneys and other representatives, from and waives all claims,
12 demands, and causes of action of any kind, either at law or in equity, known or
13 unknown, relating to the Facility, that were or could have been raised based on the 60-
14 Day Notice Letter and/or Complaint up to and including the termination of this
15 Consent Decree.

16 43. Except as provided in Section IV of this Consent Decree, LA
17 Waterkeeper and its officers, directors, attorneys, members, and any organization
18 under the control of LA Waterkeeper, shall not pursue or file any action against The
19 Regents seeking relief for any alleged violations of the Clean Water Act that were or
20 could have been noticed and/or alleged in the 60-Day Notice Letter or Complaint
21 relating to the Facility through and ending on the Termination Date.

22 44. Nothing in this Consent Decree limits or otherwise affects either Party's
23 right to address or take any position that either deems necessary or appropriate in any

1 informal or formal proceeding before the State Water Board, Regional Water Board,
2 California EPA, U.S. EPA, or any other judicial or administrative body on any matter
3 relating to The Regents' compliance at the Facility with the General Permit or the
4 Clean Water Act.

5 **VI. MISCELLANEOUS PROVISIONS**

6 45. No Admission of Liability. The Parties enter into this Consent Decree for
7 the purpose of avoiding prolonged and costly litigation on disputed claims. Neither
8 the Consent Decree nor any payment pursuant to the Consent Decree shall constitute
9 or be construed as a finding, adjudication, or acknowledgement of any fact, law, or
10 liability, nor shall it be construed as an admission of violation of any law, rule, or
11 regulation. The Regents maintain and reserves all defenses it may have to any alleged
12 violations that may be raised in the future. Should the U.S. Department of Justice
13 ("DOJ") object to some or all of this Consent Decree, or should the Consent Decree
14 be invalidated in whole or part, The Regents shall retain, and shall not be deemed to
15 have waived, any defenses that The Regents have to the claims in the Complaint,
16 including but not limited to defenses based on jurisdiction and standing.

17 46. Counterparts. This Consent Decree may be executed in any number of
18 counterparts, all of which together shall constitute one original document. Telecopy,
19 electronic mail, and/or facsimile copies of an original signature shall be deemed to be
20 originally executed counterparts of this Consent Decree.

21 47. Authority. The undersigned representatives for LA Waterkeeper and The
22 Regents each certify that they are fully authorized by the Party whom they represent
23

1 to enter into this Consent Decree. A Party's signature to this Consent Decree
2 transmitted by facsimile or electronic mail shall be deemed binding.

3 48. Construction. The language in all parts of this Consent Decree shall be
4 construed according to its plain and ordinary meaning, except as to those terms
5 defined in the General Permit, the Clean Water Act, or specifically herein. The
6 captions and paragraph headings used in this Consent Decree are for reference only
7 and shall not affect the construction of this Consent Decree.

8 49. Full Settlement. This Consent Decree constitutes a full and final
9 settlement of this matter.

10 50. Integration Clause. This is an integrated Consent Decree. This Consent
11 Decree is intended to be a full and complete statement of the terms of the agreement
12 between the Parties and expressly supersedes any and all prior oral or written
13 agreements, covenants, representations, and warranties (express or implied)
14 concerning the subject matter of this Consent Decree.

15 51. Severability. In the event that any provision, paragraph, section, or
16 sentence of this Consent Decree is held by a court to be unenforceable, the validity of
17 the enforceable provisions shall not be adversely affected.

18 52. Choice of Law. This Consent Decree shall be governed by the laws of the
19 United States, and where applicable, the laws of the State of California, except its
20 choice of law rules.

21 53. Negotiated Settlement. The Parties have negotiated this Consent Decree
22 and agree that it shall not be construed against the Party preparing it but shall be
23

1 construed as if the Parties jointly prepared this Consent Decree. Any uncertainty and
2 ambiguity shall not be interpreted against any one Party.

3 54. Modification of the Consent Decree. This Consent Decree, and any
4 provisions herein, may not be changed, waived, discharged, or terminated unless by a
5 written instrument, signed by the Parties. In the event that there is a dispute regarding
6 a change, waiver, discharge, or termination of any provision(s), either Party shall
7 invoke the Dispute Resolution procedures of this Consent Decree.

8 55. Assignment. Subject only to the express restrictions contained in this
9 Consent Decree, all of the rights, duties and obligations contained in this Consent
10 Decree shall inure to the benefit of and be binding upon the Parties, and their
11 successors and assigns. The Regents shall notify LA Waterkeeper within ten (10)
12 calendar days of any assignment.

13 56. Force Majeure. Either Party's performance of any requirement of this
14 Consent Decree shall be extended or modified in the case of a force majeure event as
15 follows:

16 (a) A "force majeure event" is any event arising from causes beyond either
17 Party's control that prevents or delays the performance of any
18 requirement of this Consent Decree despite its best efforts to fulfill
19 the requirement;

20 (b) The requirement to exercise "best efforts to fulfill the requirement"
21 includes using good faith efforts to anticipate any potential force
22 majeure event and good faith efforts to address the effects of any such
23 event (i) as it is occurring and (ii) after it has occurred, to prevent or

1 minimize any delay to the greatest extent possible;

2 (c) A force majeure event includes government orders or restrictions related
3 to COVID-19 and comparable public health threats. Any Party
4 seeking to rely upon this paragraph to excuse or postpone
5 performance shall have the burden of establishing that it could not
6 reasonably have been expected to avoid the force majeure event, and
7 which by exercise of due diligence has been unable to overcome the
8 failure to perform;

9 (d) A force majeure event does not include normal inclement weather, a
10 financial inability to perform, or employee negligence;

11 (e) If The Regents seek to avoid performance of any requirement of this
12 Consent Decree on account of a force majeure event, it shall provide
13 written notice to LA Waterkeeper no later than ten (10) calendar days
14 after the time that The Regents first knew of, or by the exercise of due
15 diligence, should have known of, a force majeure event. The notice
16 shall state the anticipated duration of any delay, its cause(s), and
17 propose an alternative schedule for performing the affected
18 requirement(s);

19 (f) If LA Waterkeeper agrees that a force majeure event has occurred, LA
20 Waterkeeper shall agree to extend the time for The Regents to
21 perform the affected requirement(s) for the time necessary to
22 complete those obligations; and

23 (g) If LA Waterkeeper does not agree that a force majeure event has

1 occurred or does not agree to the extension of time sought by The
2 Regents, it may invoke the Dispute Resolution Procedures of this
3 Consent Decree.

4 57. If for any reason the Federal Agencies object to, or the District Court
5 should decline to approve, this Consent Decree in the form presented, the Parties shall
6 use their best efforts to work together to modify the Consent Decree within thirty (30)
7 calendar days so that it is acceptable to the Federal Agencies and/or the District Court.
8 If the Parties are unable to modify this Consent Decree in a mutually acceptable
9 manner that is acceptable, this Consent Decree shall immediately be null and void as
10 well as inadmissible, beginning when it is null and void, as a settlement
11 communication under Federal Rule of Evidence 408 and California Evidence Code
12 section 1152.

13 58. Correspondence. All notices required herein or any other correspondence
14 pertaining to this Consent Decree shall be, to the extent feasible, sent via electronic
15 mail transmission to the e-mail address listed below, or if electronic mail is not
16 feasible, then by certified U.S. mail with return receipt, overnight delivery, or by hand
17 delivery to the following addresses:
18
19
20
21
22
23

If to Plaintiff:
 Daniel Cooper
 Sycamore Law, Inc.
 1004 O'Reilly Ave
 San Francisco CA 94129
 Daniel@sycamore.law
 (415) 360-2962

If to Defendant:
 Michael J. Beck
 Administrative Vice Chancellor
 Box 951405, 2211 Murphy Hall
 Los Angeles, CA 90095-1405
 michaelbeck@adminvc.ucla.edu
 (310) 825-2411

With copies to:
 Barak Kamelgard
 Senior Attorney
 Benjamin Harris
 Staff Attorney
 Los Angeles Waterkeeper
 360 E 2nd Street, Suite 250
 Los Angeles, CA 90012
 barak@lawwaterkeeper.org
 ben@lawwaterkeeper.org
 (310) 394-6162

With copies to:
 Robert Swerdlow
 University of California Los Angeles
 Office of the Campus Counsel
 3149 Murphy Hall
 Los Angeles, CA 90095
 rswerdlow@conet.ucla.edu
 (310) 825-4042

Sarah Quiter
 University of California
 Office of the General Counsel
 1111 Franklin Street, 8th Floor
 Oakland, CA 94607
 sarah.quiter@ucop.edu
 (510) 987-0138

Notifications of communications shall be deemed received three (3) calendar days after the date that they are postmarked and sent by first-class mail, or upon proof of delivery for overnight delivery, upon receipt when personally delivered, or upon delivery after acknowledgement of receipt by the receiving party. Any change of address or addresses shall be communicated in the manner described above for giving notices.

The Settling Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry of final judgment.

IN WITNESS WHEREOF, the undersigned have executed this [proposed] Consent Decree as of the date set forth below.

APPROVED AS TO CONTENT

LOS ANGELES WATERKEEPER

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: 

Bruce Reznik
Executive Director

by: _____

Date: November 7, 2023

Date: _____, 2023

APPROVED AS TO FORM

SYCAMORE LAW, INC.

by: 

Daniel Cooper
Attorney for Plaintiff

by: _____

Sarah Quiter
Attorney for Defendant

Date: November 7, 2023

Date: _____, 2023

IT IS SO ORDERED:

Date: _____

HON. CHRISTINA A. SNYDER
UNITED STATES DISTRICT JUDGE
CENTRAL DISTRICT OF CALIFORNIA

1 LOS ANGELES WATERKEEPER

2
3 by: _____

4 Bruce Reznik
Executive Director

5 Date: _____, 2023

7 APPROVED AS TO FORM

8 SYCAMORE LAW, INC.

9
10 by: _____

11 Daniel Cooper
Attorney for Plaintiff

12 Date: _____, 2023

16 IT IS SO ORDERED:

17 Date: December 18, 2023

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

by: _____

Sarah Quiter
Principal Counsel

Date: November 14, 2023

by: _____

Robert Swerdlow
Interim Deputy Campus Counsel,
University of California, Los
Angeles

Date: November 14th, 2023

Christine A. Snyder

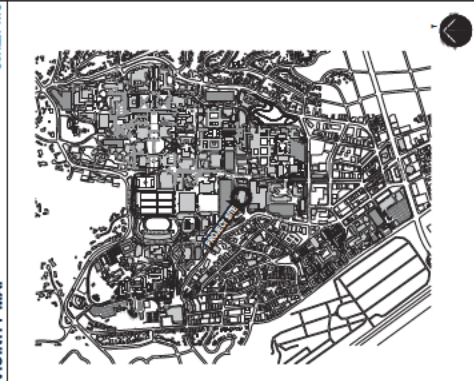
DISTRICT COURT JUDGE
CENTRAL DISTRICT OF CALIFORNIA

EXHIBIT A

UCLA Cogeneration Plant Stormwater Capture and Reuse Project Description

The Project will capture stormwater runoff associated with the 85th percentile 24-hour rainfall volumes and recirculate it back into the Cogeneration Plant via a series of new piping, storage tanks, pumps and other infrastructure. The plant is an 86,000 square foot building that provides electric power, chilled water, and steam to the campus.

The stormwater discharge for the Cogeneration Plant is regulated by the California Regional Water Quality Control Board, Los Angeles Region by the issuance of the Industrial General Permit. Based on the quality of the stormwater discharge and past regulatory pollutant exceedances, UCLA is required to implement a Level 1 Exceedance Response Action (ERA) to address metals in stormwater runoff. The project will harvest and reuse stormwater collected from the roof of the Cogeneration Plant for use in the cooling towers. As a result of the new system, stormwater from the Cogeneration Plant will no longer be discharged to the local municipal storm drain system, which flows to Sepulveda Canyon Channel, a tributary of Reach 2 of Ballona Creek.



Case 2:23-cv-07329-CAS-SK Document 18 Filed 12/18/23 Page 28 of 47 Page ID #:221

cy-07329-CAS-SK Document 18 Filed 1/20/18 Page 28 of 47 Page ID #:221

CAS-18 Document 18 Filed 12/18/23 Page 28 of 47 Page ID #:221

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Document 18 Filed 12/18/26 Page 28 of 47 Page ID #: 221

Document 18 Filed 12/18/23 Page 28 of 47 Page ID #:221

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Page 28 of 47 Page ID #:221

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21

LEGEND

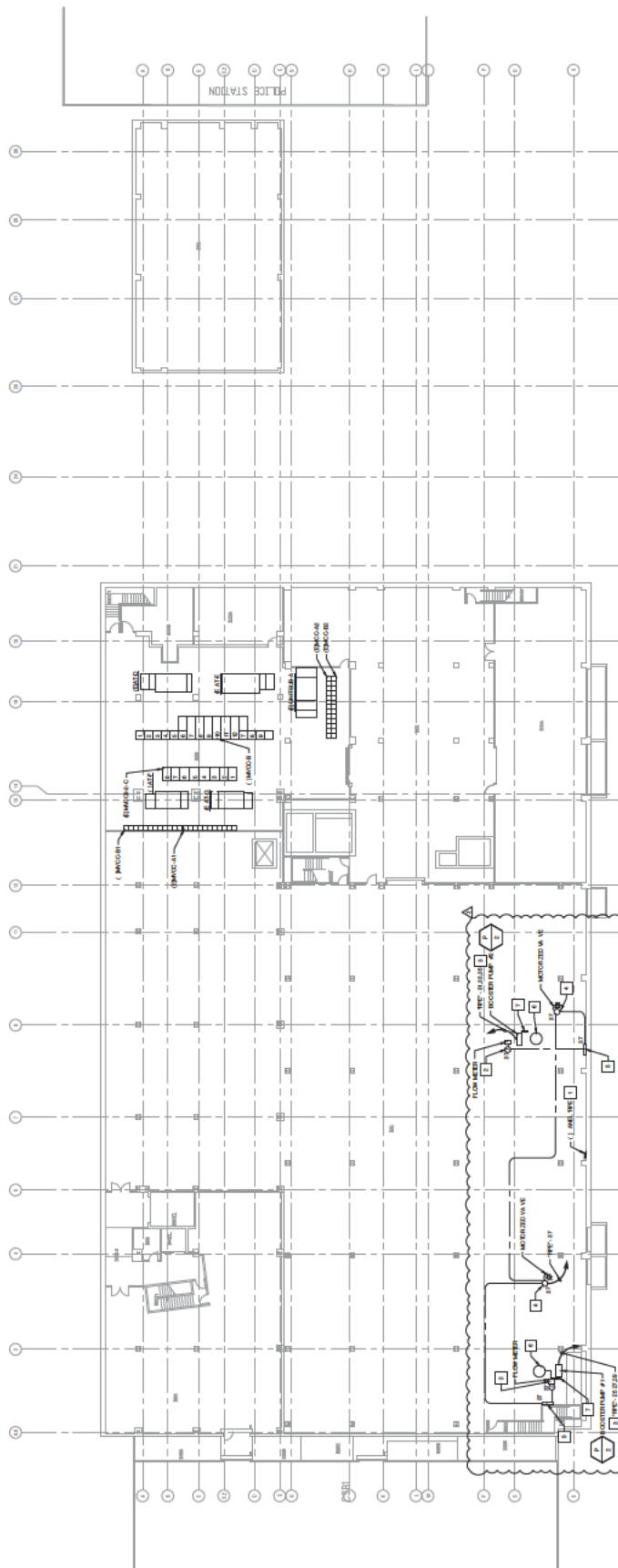
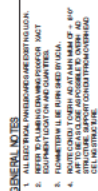
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97	W/97	W/97
98	W/98	W/98
99	W/99	W/99
100	W/100	W/100

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 399–406

1. ALL PANELBOARDS AND LOADS ARE LISTED ULON.
2. CONTRACTOR SHALL PROVIDE RATED AND DIRECTOR'S UPON COMPLETION OF WORK.

- 1 PROCEED TO STEP 1, BREAKER IN X STRING SPACE.
MANUFACTURER AND RATINGS TO MATCH EXISTING PANEL.
- 2 PROCEED TO STEP 1, BREAKER IN X STRING SPACE.
MANUFACTURER AND RATINGS TO MATCH EXISTING PANEL.
- 3 PANEL BOM SHEET REVERSED, CORRECTED LOAD OF CIRCUIT. GET LOAD CALCULATION ON SINGLE LINE DIAGRAM FROM THE TYPED PERFORMANCE LOAD ON EXISTING PANEL.

[illegible][illegible]



DATE: 11/15/23



PROJECT: 23-00000

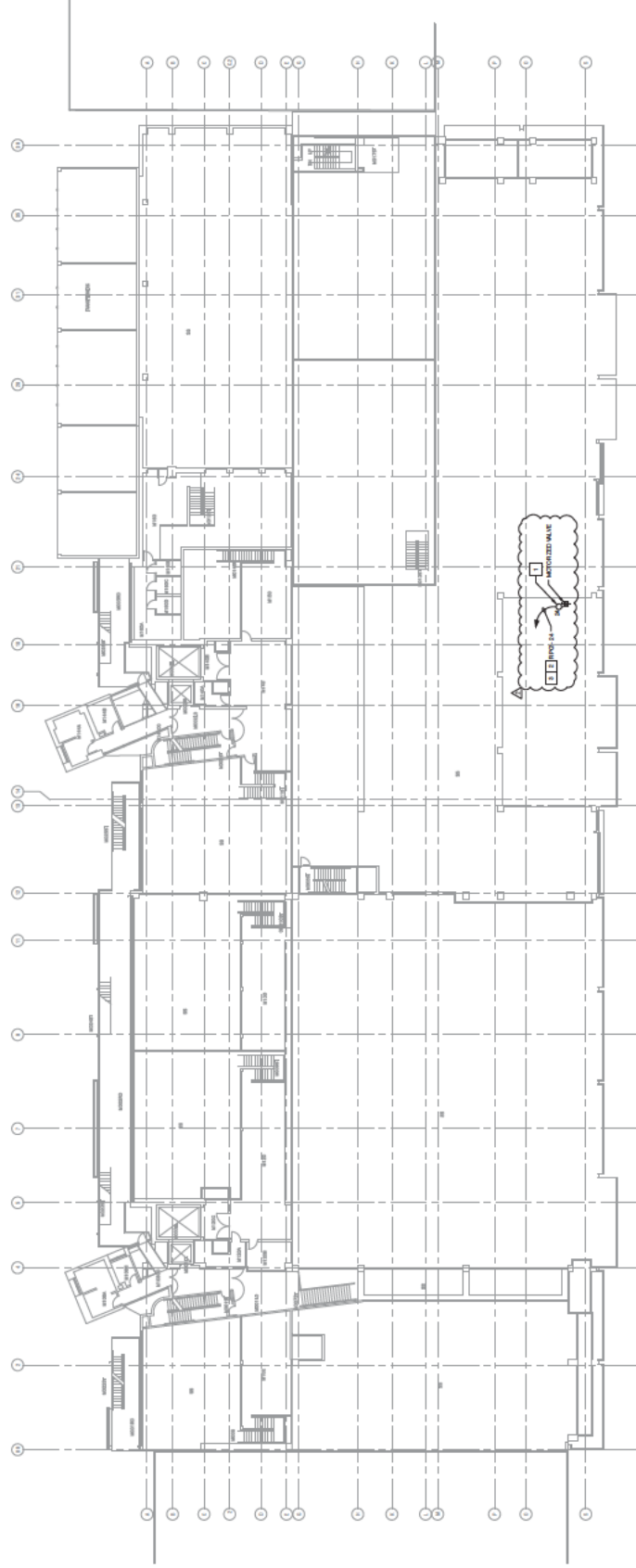
PROJECT NO. 23-00000
PROJECT NAME: 23-00000
PROJECT LOCATION: 23-00000
PROJECT DESCRIPTION: 23-00000

COGENERATION PLANT STORMWATER CAPTURE AND REUSE

NO.	REVISION/DESCRIPTION	DATE
1	ADDENDUM 1	11/15/23
2	BACK CHECK SUBMITTAL	06/06/23
3	BACK CHECK SUBMITTAL	06/06/23
4	BACK CHECK SUBMITTAL	06/06/23
5	BACK CHECK SUBMITTAL	06/06/23
6	BACK CHECK SUBMITTAL	06/06/23
7	BACK CHECK SUBMITTAL	06/06/23
8	BACK CHECK SUBMITTAL	06/06/23
9	BACK CHECK SUBMITTAL	06/06/23
10	BACK CHECK SUBMITTAL	06/06/23

UCLA
Facilities
Management

P25
P25
P25



- NOTES**
- 1. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 2. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
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 - 5. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 6. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 7. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 8. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 9. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 10. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).

- GENERAL NOTES**
- 1. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
 - 2. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
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 - 10. ALL FIELD WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).

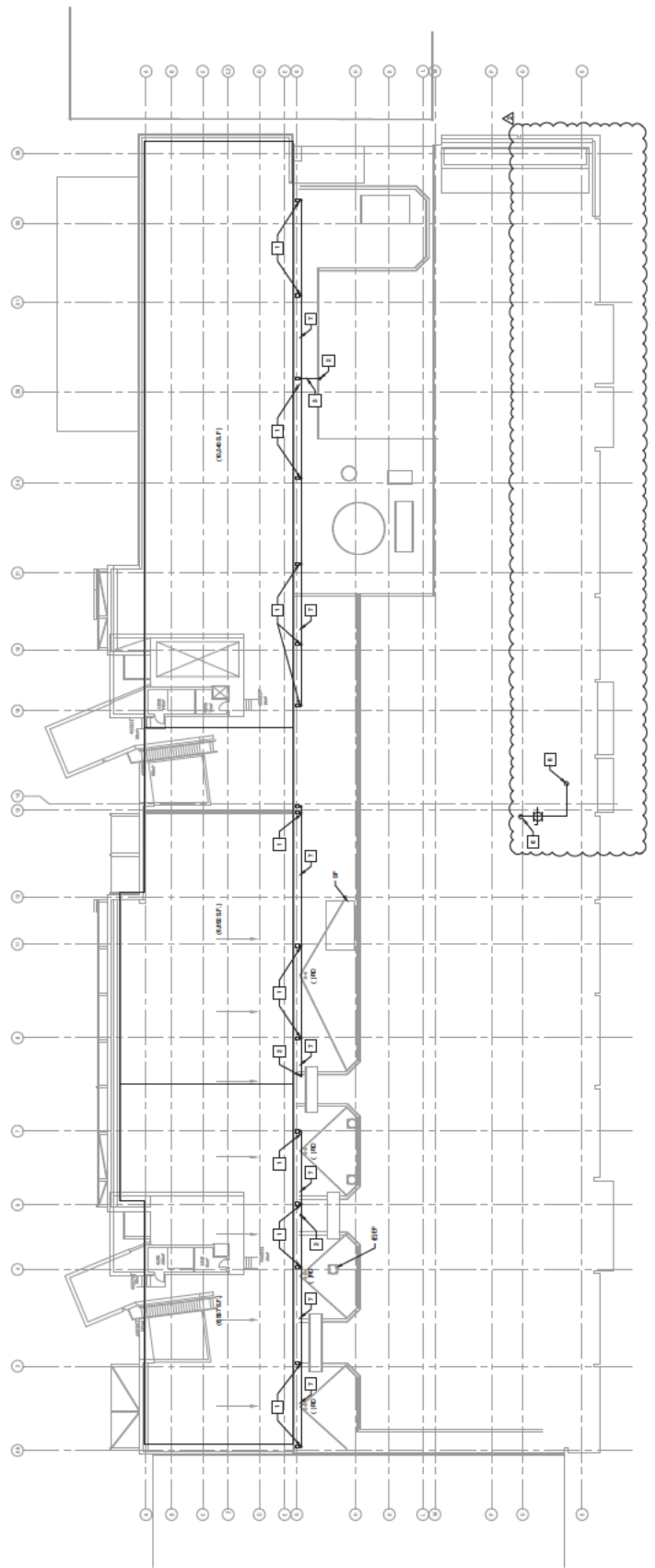
1. FOR STRUCTURE ALONG-CHARGE OF BLOSTER PUMP SEE DETAIL "A" SEE OF STRUCTURE ALONG-CHARGE.
2. FOR STRUCTURE ALONG-CHARGE OF C STATION TANK SEE DETAIL "B" SEE OF STRUCTURE ALONG-CHARGE.
3. FLOW METER WILL BE FURNISHED BY UCLA.
4. THE GRAVITY DRAIN DRAIN TO THE TANK SHALL BE SLOPED AT 1%.

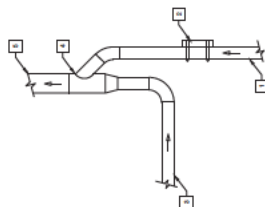


NOTES

1. NEW SOL WATER AND CONTROL VALVE HUBS WERE APPLIED IN THE FIRST PIPE UP. THIS HAD TO BE CHANGED TO OCCURRING IN THE BAG IN.
- 2.

233 P205





- [illegible]

3 COMBINED PUMPED WATER UP A RSHAFT TO ROOF

[illegible]

Submittal Data Sheet

WEIL D200 Series 100 HP D207A Pressure Washing System

1121-000-02-020

100 HP D207A 100' Hose

100 HP D207A 100' Hose

Note: All dimensions are approximate and are subject to change without notice.

Technical Specifications

Model	Performance Data				Accessories			
	Max PSI	Max GPM	Max AMP	Max HP	Max Pressure Switch	Max Trigger Gun	Max Spray Lance	Max Hose Length
100 HP D207A 100' Hose	200	1.2	10.0	10.0	10.0	10.0	10.0	100'

Accessories and Options

Accessories	Part Number	Description	Price	Quantity	Total Price
100 HP D207A 100' Hose	100 HP D207A 100' Hose	100 HP D207A 100' Hose	100.00	1	100.00
100 HP D207A 100' Hose	100 HP D207A 100' Hose	100 HP D207A 100' Hose	100.00	1	100.00
100 HP D207A 100' Hose	100 HP D207A 100' Hose	100 HP D207A 100' Hose	100.00	1	100.00

Model: 100 HP D207A 100' Hose
 Price: \$100.00
 Quantity: 1
 Total Price: \$100.00

Submit Data Sheet

Model 1300 Series - 507' 40.07' Proving Tower Station

WEIL
Scales

0324-208-0018

From: **USLA Corp Refueling Facility**

To: **US Government**

Location: **US Government**

Approved by: **US Government**

Date: **January 6, 2022**

Scale: **1000000**

Model: **1300**

Proving Tower: **1300**

Proving Tower: **1300**

Proving Tower: **1300**

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Proving Tower: **1300**

Proving Tower: **1300**

From: **USLA Corp Refueling Facility**

To: **US Government**

Location: **US Government**

Approved by: **US Government**

Date: **January 6, 2022**

Scale: **1000000**

Model: **1300**

Proving Tower: **1300**

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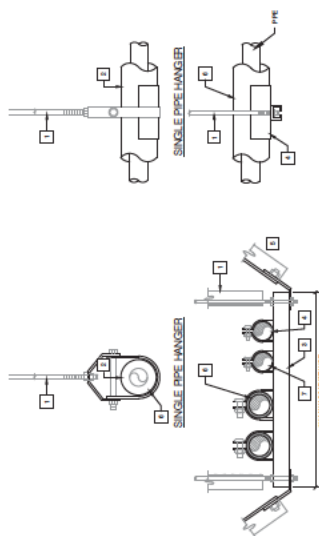
Proving Tower: **1300**

Proving Tower: **1300**

[illegible]

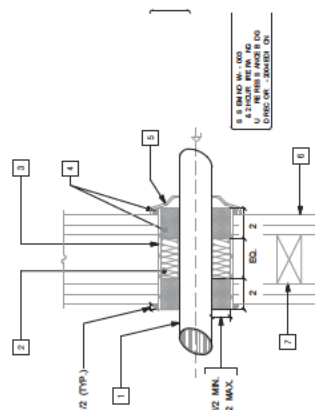
2 P-2 PUMP (BASEMENT)
NO SCALE

1 P-1 PUMP (GROUND FLOOR)
NO SCALE

NOTES
GENERAL NOTES

- [illegible]

PIPE HANGER

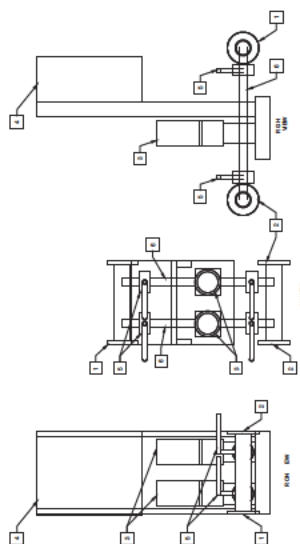
2
FIFTH
NOSMIE

NOTES

1. 2" THRU 1" STEEL PIPE, 1" DIA. P. COPPER TUBE ON 1" P. THRU 1" COP. WITH 3" CONCENTRIC ELEMENT.
2. ULL. APPROXIMATELY 10% OF TOTAL D. OF FINATED WELD. WELD, 10% DIA. WELD.
3. 4" DIA. 22 GA. GA. W/ 20% SHEET METAL, 1/2" DIA.
4. ULL. APPROXIMATELY 10% OF TOTAL D. OF FINATED WELD. WELD, 10% DIA. WELD.
5. 4" DIA. 22 GA. GA. W/ 20% SHEET METAL, 1/2" DIA.
6. 4" DIA. 22 GA. GA. W/ 20% SHEET METAL, 1/2" DIA.
7. 4" DIA. 22 GA. GA. W/ 20% SHEET METAL, 1/2" DIA.

1 BARE P PE THROUGH GYPSUM WALLS

100% NO SCALE



NOTES

- | | |
|---|---|
| 1 | F ANGE OUTLET CONNECTION FLANGE ON EITHER SIDE MAY BE APPLIED TO UTLZE OTHER SIDE OF CURTET. HEADER |
| 2 | F ANGE INLET CONNECT ON F ANGE ON EITHER SIDE MAY BE APPLIED TO UTLZE OTHER SIDE OF INLET. HEADER |
| 3 | CONSTANT SPEED MOTORS. |
| 4 | PUMP CONTROL PANEL. |
| 5 | SOV-BUFFER TANKS. |
| 6 | RECYCLING CHUCKS USE |

P-1 & P-2 SK D COMPONENT DETAILS

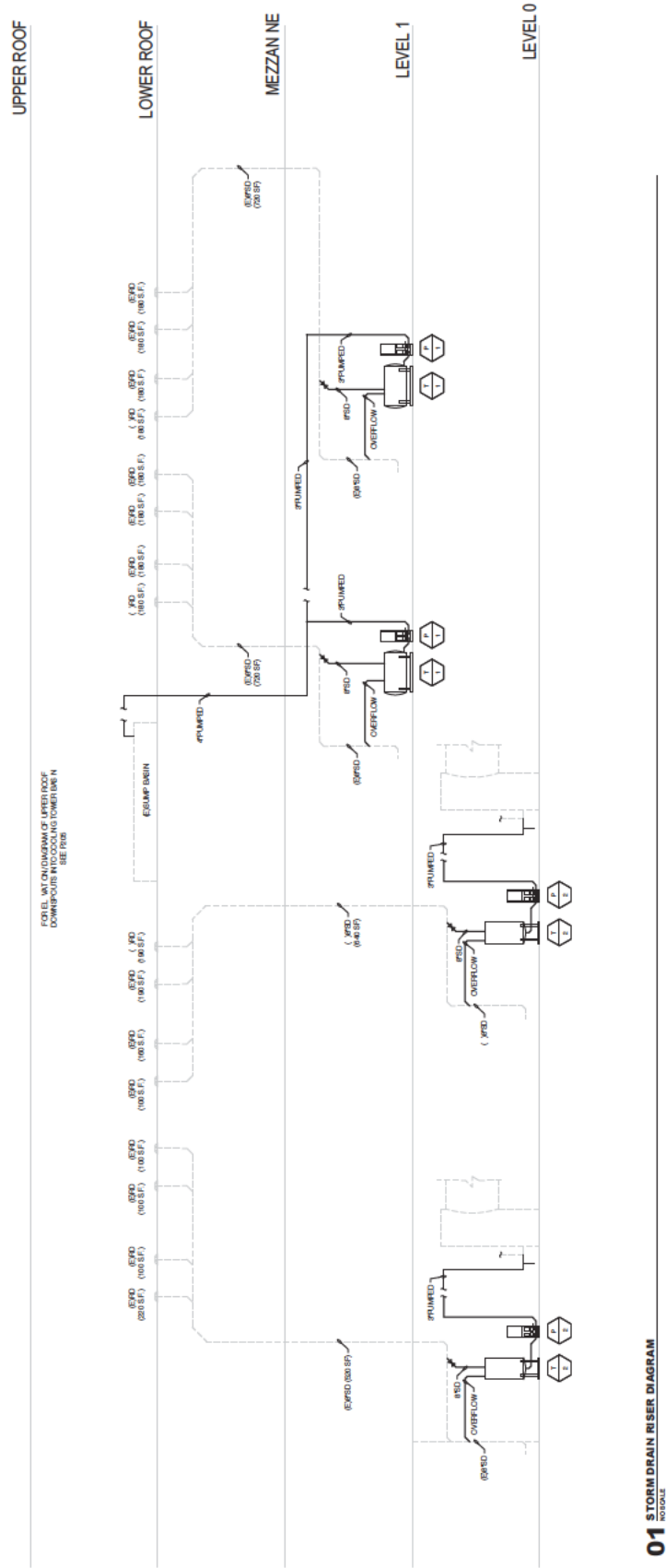
4

NOTES

- [illegible]

PER RATED PENETRATION

NO SCALE



01 STORM DRAIN RISER DIAGRAM

